
**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND DAVID D. JENSEN, DO**

COMES NOW David D. Jensen, DO, ("Licensee") and the Missouri State Board of Registration for the Healing Arts ("the Board"), and enter into this agreement for the purpose of resolving the issue of whether Licensee's osteopathy physician and surgeon's license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.¹

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.
2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter.

¹ All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2013), unless otherwise stated.

4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that is either presently known to the Board or later discovered.
5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner's Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and Licensee herein jointly stipulate and agree to the following:

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. Licensee is licensed by the Board as an osteopathy physician and surgeon, license number 115495, which was first issued on June 19, 1998. Licensee's license is current, and was current and active at all times relevant herein.
8. Licensee prescribed Human Chorionic Gonadotropin (HCG) to a patient or patients ("Patient") seeking weight loss treatment at Slimming Solutions Medical Spa in Lee's Summit, Missouri.
9. Regulation 20 CSR 2150-2.170, a lawful regulation promulgated by the Board states that:
 - (1) Pursuant to authority granted to the board by section 334.100.2(4)(f), RSMo, the board declares the use of Human Chorionic Gonadotropin (HCG) on a patient is of no medical or osteopathic value in weight loss or the treatment of obesity.
 - (2) The board shall not seek disciplinary action against a licensee based solely on the use of HCG for weight loss and obesity treatment if the licensee has the

patient sign the *Informed Consent for HCG form*, included herein, before beginning the non-approved use of HCG on a patient. (Emphasis added).

10. Before prescribing HCG to Patient, Licensee did not inform Patient that the Board declared the use of HCG is of no medical value in weight loss; nor did Licensee have Patient sign the *Informed Consent for HCG form* included in, and required by Rule 20 CSR 2150-2.170.
11. In the course of prescribing of HCG to Patient without proper instruction and without required consent form(s), Licensee prescribed medical services which have been declared by board rule to be of no medical or osteopathic value.
12. Licensee's actions as set forth in paragraphs 8 through 11 constitute unprofessional conduct in the performance of Licensee's functions and duties as physician and surgeon.
13. The above constitutes cause to discipline Licensee's license pursuant to section 334.100.2(4)(f), RSMo.

II. JOINT CONCLUSIONS OF LAW

14. Cause exists to discipline Licensee's license pursuant to section 334.100.2(4)(f) RSMo, which states:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following;;

(f) Performing or prescribing medical services which have been declared by board rule to be of no medical or osteopathic value;

15. Licensee's conduct, as established by the foregoing facts, falls within the intendments of section 334.100.2(4)(f), RSMo.
16. Cause exists for the Board to take disciplinary action against Licensee's license under section 334.100.2(4)(f), RSMo.

III. CONSENT ORDER ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

17. The osteopathy physician and surgeon's license issued by the Board to Licensee, number 115495, is hereby PUBLICLY REPRIMANDED.
18. In addition to all other requirements of this agreement, Licensee shall successfully complete the following Board-approved courses within six (6) months of the effective date of this agreement: Ethics and Professionalism, and a Weight-Loss program. A list of pre-approved courses are available on the Board's website: <https://pr.mo.gov/boards/healingarts/CMECourses.pdf>. If Licensee wishes to take a course other than those pre-approved courses, Licensee shall obtain the Board's approval to attend a specific course prior to attending that course. Licensee shall forward proof of the successful completion of this course to the Board within thirty (30) days of such completion.
19. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

20. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
21. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
22. Licensee agrees to meet with the Board or its designees, upon request, to ensure he complies with the conditions set forth in paragraphs 18 through 22 within the timeframes described therein.
23. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
24. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document, either currently known to the Board or later discovered.
25. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses,

and compensation, including, but not limited to any claims for attorney's fees and expenses, including any claims pursuant to section 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

David D. Jensen 8/11/18
David D. Jensen, DO Date
Licensee

Shawn Brennan 8.21.18
Attorney for Licensee Date
Missouri Bar No. 34034

BOARD

Connie Clarkston 9/18/18
Connie Clarkston Date
Executive Director

Katie R. Struemp 9/18/18
Katie R. Struemp Date
Associate General Counsel
Missouri Bar No. 68425

EFFECTIVE THIS 18th DAY OF September, 2018.